

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-16-69744
HUD# 07-17-5525-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

PLATINUM DEVELOPMENT, LLC

999 44th Street
Marion, IA 52302-3808

KNUTSON CONSTRUCTION SERVICES MIDWEST, INC.

2351 Scott Boulevard SE
Iowa City, Iowa 52240-8174

BRAIN ENGINEERING, INC.

1540 Midland Court NE
Cedar Rapids, Iowa 52402-1922

COMPLAINANT

ANGELA JACKSON, COMMISSIONER

Iowa Civil Rights Commission
400 East 14th Street, Room 201
Des Moines, Iowa 50319-0201

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street, Room 201
Des Moines, Iowa 50319-0201

Complainant's Allegations:

Complainant is a member of the Iowa Civil Rights Commission (ICRC). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the “Iowa Civil Rights Act of 1965,” Iowa Code Chapter 216. Complainant alleged Respondents designed and constructed covered multifamily dwellings in violation of the design and construction accessibility requirements of the Iowa Civil Rights Act (ICRA) and the federal Fair Housing Act (FHA). Complainant alleged Respondents violated the “accessible and usable public and common use areas,” “usable doors,” “accessible route into and through the covered unit,” and the “light, switches, thermostats, electrical outlets in accessible locations” requirements.¹

Complainant specifically alleged, in Unit 1, 2547 Prairie Hill Drive, Shadow Ridge Condos [“Shadow Ridge”], one feature in the common areas and four features within one of the covered ground-floor units appeared inaccessible to a person utilizing a wheelchair for mobility – (1) the heights of the midlines of the keyholes for two of the ground-floor units at one of the mailbox kiosks were measured at 57 ⁵/₈ and 54 ³/₈, which are both higher than the 54-inch maximum allowed for a parallel approach by persons using a wheelchair; (2) the sliding glass doorway to the balcony had a clear opening width of 28 ³/₄ inches, which is less than the required minimum nominal 32 (or 31 ⁵/₈) inches; (3) the change in level from the unit’s interior finished floor surface to the top of the threshold to the deck was measured at 1 ³/₄ inches, which exceeds the maximum allowable threshold of ¹/₄-inch without 1:2 beveling, which appeared to the tester to be lacking; (4) except for the kitchen and the bathroom, the midline of the lower electrical outlet at the receptacles throughout the unit were located 13 to 14 ¹/₂ inches above the finished floor, which is less than the 15-inch minimum allowed height for electrical outlets; and (5) the highest thermostat control in the living room was measured at 55 ³/₄ inches above the finished floor, which is higher than the 48-inch maximum height allowed for environmental controls.

Description of the Subject Property

Subject Property

Shadow Ridge has four residential buildings consisting of three floors or levels. There is no elevator available to residents, which means only the four ground-floor units in each of the four buildings – a total of 16 units – are “covered”² by the design and construction provisions of the ICRA and FHA.³ All four buildings were each issued a Certificate of Occupancy signed by Ron Hoover, Building Official for the City of Marion, Iowa. The issue dates for each of the Certificates are listed in the table at the top of the next page:

¹ See Iowa Code §§216.8A(3)(c)(3)(a) [Requirement 2 – Accessible and Usable Public and Common Use Areas]; 216.8A(3)(c)(3)(b) [Requirement 3 – Usable Doors]; 216.8A(3)(c)(3)(c)(i) [Requirement 4 – Accessible Route into and Through The Covered Unit]; and 216.8A(3)(c)(3)(c)(ii) [Requirement 5 – “Light, Switches, Thermostats, Electrical Outlets In Accessible Locations” Requirements”].

² Fair Housing Accessibility Guidelines, Federal Register, Vol. 56, No. 44, Wednesday, March 6, 1991, Rules and Regulations, page 9500.

³42 U.S.C. §3604(f)(7); Iowa Code §§216.2(4)(a), 216.2(4)(b).

| ADDRESS [PRAIRIE HILL DRIVE] | CERTIFICATE OF OCCUPANCY DATE |
|------------------------------|-------------------------------|
| 2533 | May 9, 2016 |
| 2535 | July 30, 2014 |
| 2545 | May 9, 2016 |
| 2547 [tested building] | June 20, 2016 |

The scope of the current report includes all of the ground-floor dwelling units and the public and common use areas, including the parking garages, exterior parking lot, waste dumpsters, mailbox kiosks, and the interior hallways.

Respondents' Defenses:

When asked in the questionnaire what was true or false about the allegations, Knutson Construction answered:

Not applicable at this time, but Knutson Construction reserves the right to modify this and all other responses contained herein.

Platinum Development answered:

Platinum Development, LLC believes all answers to be true, but reserves the right to modify all responses contained within.

Brain Engineering answered:

The allegations in the complaint are not civil engineering related and therefore I have no knowledge of the specific requirements noted in the complaint.

Report of Preliminary Findings:

ICRC Investigators inspected five units at Shadow Ridge, as well as the public and common use areas in and surrounding the complex. After conducting an onsite inspection of Unit 2 in Building 2533 [ANSI Type A], Unit 1 in Building 2535 [ANSI Type B], Unit 1 in Building 2545 [ANSI Type A], and Unit 1 in Building 2547 [ANSI Type B]; and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) To the east of each of the main entrances of Buildings 2545 and 2533; and to the west of Buildings 2535 and 2547, there is one parking space adjacent to each building that has a sign designating it as reserved for persons with disabilities. The height to the bottom edge of the signs at these parking spaces was no greater than 57 inches, which is less than the minimum height of 60 inches allowed by ADAAG.⁴ The height of these signs results in their decreased visibility that makes it more challenging for persons with disabilities to readily locate these parking spaces.

⁴ See Appendix A, Photos 1A and 1B.

2) Measurements were taken at the sidewalk sections in Shadow Ridge near the access aisles adjacent to the main entrance of each building, which included the sidewalk paths from each building to the corresponding mailbox kiosk and waste dumpster. The sidewalk sections were measured – from one joint seam to the next and from sidewalk edge to sidewalk edge – at five feet. Except for Building 2535, slope measurements were observed, which exceeded the maximum allowed value of 2% for cross slopes, and all curb ramps exceeded the 8.33% for running slopes, which are reported in the table at the top of the next page.

| BUILDING | LOCATION | CROSS SLOPE |
|---------------|---|-------------|
| Building 2533 | Square northwest of access aisle ⁵ | 4.3% |
| | Square west of access aisle ⁶ | 10.9% |
| | First square southwest of access aisle ⁷ | 10.5% |
| | Second square southwest of access aisle ⁸ | 3.0% |
| Building 2545 | Second square northwest of access aisle ⁹ | 6.0% |
| | First square northwest of access aisle ¹⁰ | 9.2% |
| | Square west of access aisle ¹¹ | 11.2% |
| | First square southwest of access aisle ¹² | 8.7% |
| | Second square southwest of access aisle ¹³ | 4.4% |
| | Third square southwest of access aisle ¹⁴ | 4.0% |
| | Fourth square southwest of access aisle ¹⁵ | 3.6% |
| | Fifth square southwest of access aisle ¹⁶ | 3.6% |
| | Sixth square northwest of access aisle ¹⁷ | 2.9% |
| Building 2547 | Square west of mailbox kiosk ¹⁸ | 2.4% |
| | Square east of access aisle ¹⁹ | 8.3% |
| | First square southwest of access aisle ²⁰ | 7.3% |
| | Second square southwest of access aisle ²¹ | 3.2% |

In the plans submitted by Brain Engineering, instructions were given on the installation of sidewalks, as stated in the following excerpt:

⁵ See Appendix A, Figure 2A and Photo 2A.

⁶ See Appendix A, Figure 2A and Photo 2B.

⁷ See Appendix A, Figure 2A, and Photos 2C and 2D.

⁸ See Appendix A, Figure 2A, and Photos 2E and 2F.

⁹ See Appendix A, Figure 2B, and Photo 2G and 2H.

¹⁰ See Appendix A, Figure 2B and Photo 2I.

¹¹ See Appendix A, Figure 2B, and Photos 2J and 2K.

¹² See Appendix A, Figure 2B, and Photos 2L and 2M.

¹³ See Appendix A, Figure 2B, and Photos 2N and 2O.

¹⁴ See Appendix A, Figure 2B, and Photos 2P and 2Q.

¹⁵ See Appendix A, Figure 2B, and Photos 2R and 2S.

¹⁶ See Appendix A, Figure 2B, and Photos 2T and 2U.

¹⁷ See Appendix A, Figure 2B, and Photos 2V and 2W.

¹⁸ See Appendix A, Figure 2C, and Photo 2V.

¹⁹ See Appendix A, Figure 2C, and Photo 2X and 2Y.

²⁰ See Appendix A, Figure 2C, and Photo 2Z and 2A1.

²¹ See Appendix A, Figure 2C, and Photo 2A2 and 2A3.

8. SIDEWALKS SHALL HAVE A CROSS SLOPE OF NO LESS THAN 1.5% AND NO GREATER THAN 2.0%.²²

Although the sidewalks were designed to have a cross slope of less than or equal to 2% according to the instructions quoted above, none of the sidewalk sections in the table above had cross slopes of 2% or less. Additionally, the curb ramps at Buildings 2533, 2545, and 2547 lack the landing area at the sidewalk that is required by both ANSI 1986 and 2010 ADAAG.²³ These sidewalks would have been compliant if they had been built according to the plans. But as built, they are too steep and lack the required landing areas rendering them unusable by persons using wheelchairs.

3) The mailbox kiosks are adjacent to each of the buildings – near the southeast corner of the building at Buildings 2545 and 2533; and near the southwest corner of the building at Buildings 2547 and 2535. Since there is no elevator, only the mailbox compartments assigned to the ground-floor units must be usable with heights at or below the required 54-inch maximum height.

The height of the keyhole at the top mailbox compartment at all mailbox kiosks, which belongs to Unit 1, a ground-floor unit, was measured at no less than 57 ½ inches.²⁴ The mailbox compartment assigned to Unit 1 at each building is inaccessible to persons who utilize wheelchairs as it exceeds the 54-inch maximum height allowed by ANSI 1986.

4) The left edge of the security intercom is directly above the right edge of the sidewalk in Buildings 2533, 2545, and 2547, such that the controls and display of this equipment are directly above the grassy surface. This surface is not “stable, firm, and slip resistant,” as required by Section 4.5.1 of ANSI 1986 that was quoted above.²⁵ Additionally, in all four buildings, the height of the display was measured at 62 ¼ inches, which exceeds the 54-inch maximum allowed by Section 4.2.6 of ANSI. Therefore, the security intercom station is not accessible or usable by persons in a wheelchair.

5) The ICRC investigators took measurements of the clear opening width at the sliding glass doorways within all inspected units. All sliding glass doorways measured less than the required 31 ⅝-inch minimum and are reported – with and without the bumper installed in the bottom track of the doorway – in the table at the top of the next page.

²² See Appendix B, Page C2.

²³ See Appendix A, Photos 1D and 1I.

²⁴ See Appendix A, Photo 3A.

²⁵ See Appendix A, Figures 4A and 4 B.

| UNIT - BUILDING | CLEAR OPENING WIDTH IN INCHES |
|------------------------|---|
| Unit 1 – Building 2547 | 29 [bumper] 30 [no bumper] |
| Unit 2 – Building 2533 | 28 ³ / ₄ [bumper] 29 ³ / ₄ [no bumper] |
| Unit 1 – Building 2535 | 28 ³ / ₄ [bumper] 29 ³ / ₄ [no bumper] |
| Unit 1 – Building 2545 | 29 [bumper] 30 [no bumper] |

The sliding glass doorways in all inspected units were measured at less than 31 ⁵/₈ inches, and are too narrow, rendering them unusable by persons using wheelchairs.²⁶

6) All of the interior threshold heights at the sliding glass doorways were measured at no less than 2 ³/₁₆ inches, which exceeds the ¹/₄-inch maximum allowed for thresholds without beveling.²⁷ These thresholds are too high, rendering them unusable by persons using wheelchairs.

7) The heights of the midline of bottom electrical outlets in each living room, dining room, and bedroom of the ANSI Type-B Units – Unit 1 in Building 2535 and Unit 1 in Building 2547 –were measured at no more than 13 inches.²⁸ The measured heights render these electrical outlets unusable by residents who utilize wheelchairs.

8) The height of the top control buttons of the thermostats in all units was measured at no less than 49 ¹/₂ inches.²⁹ The measured heights render the thermostats unusable by residents who utilize wheelchairs because they exceed the 48-inch maximum height allowed by the Manual.

Respondents' Response to Report of Preliminary Findings:

Respondents submitted the following responses to the reported deficiencies:

- 1) Respondents will move the signs designating parking spaces as reserved for persons with disabilities higher such that the bottom edge of the signs is at a height of no less than 60 inches.
- 2) Respondents will remove and replace the non-compliant sidewalk and curb ramp sections to the required slopes in a manner consistent with the plans.
- 3) Respondents will relabel the mailbox compartments at each kiosk such that ground-floor units will have mailboxes at heights below the 54-inch maximum.

²⁶ See Appendix A, Photos 4A and 4B.

²⁷ See Appendix A, Photo 5A.

²⁸ See Appendix A, Figure 4A.

²⁹ See Appendix A, Photo 7A.

- 4) Respondents will move the security intercom lower such that the height of the display is at a height of no more than 54 inches, and will pour concrete under the security intercom to create a surface that is “stable, firm, and slip resistant,” and with a clear floor space of 30 by 48 inches.
- 5) Respondents will remove the door handles from the sliding glass doors in all ground-floor units and remove the bumper to enable increasing the clear opening width of the door to no less than the 31 ⁵/₈- minimum required by the Manual.
- 6) Respondents will install a compliant ramp at the interior side of the threshold in the sliding glass doorway of every ground-floor unit as a retrofit to correct the deficiency of the interior threshold, which exceeds the ¹/₄-inch maximum height.
- 7) Respondents will move at least one electrical receptacle in each room or area of all ground-floor units, such that the midline of the bottom electrical outlet is no less than 15 inches above the finished floor.
- 8) Respondents will move the thermostat at each of the ground-floor units such that height of the top control buttons does not exceed the 48-inch maximum height.

Assessment of Deficiencies:

Respondents stated all units were built in accordance with the scoping requirements of the 2015 International Building Code [IBC 2015], which incorporates the standards of the 2012 American National Standards [ANSI 2012] for guidance on the technical requirements [i.e., the dimension requirements].³⁰ Neither the IBC 2015 nor the ANSI 2012 is one of the safe harbors accepted by HUD.³¹ Therefore, the Manual and the Guidelines, which incorporate ANSI 1986 for some of the technical requirements, must be used to assess and determine compliance with the ICRA and FHA, not IBC 2015 or ANSI 2012.

The public areas must meet the requirements of the ADA in addition to those of the FHA, as people other than residents or residents' visitors will visit or frequent those areas. The common use areas, however, such as mailboxes, parking garages, security intercom stations, and waste dumpsters are governed by the FHA since they are only for use by the residents of Shadow Ridge and their guests. The ADA will only be referenced in the current report for the public areas, which include exterior parking spaces, sidewalks, and interior hallways.³² Finally, the requirements of the ADA will be presented as stated in the “2010 American with Disabilities Act Standards: 2004 ADAAG for Titles II and III Facilities” (ADAAG). *See* 42 U.S.C. 12204, Part 1191, Appendix A, and 42 U.S.C 12186(b); 28 CFR Part 36, Appendix B.

³⁰ <https://codes.iccsafe.org/public/document/code/542/9696616> (Last visited on May 5, 2017).

³¹ <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on March 28, 2014).

³² The ADAAG defines “Public Use” as “[I]nterior or exterior rooms or spaces that are made available to the general public. Public use may be provided at a building or facility that is privately or publicly owned.” *See* “Definitions” on page 47 of ADAAG available online at http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards_prt.pdf. Therefore, since the interior hallways and parking spaces are available for use by prospective residents, who are part of the general public, these areas are deemed to be “Public Use.”

Following is the assessment of Respondents' proposed retrofits, based on the scoping and technical requirements of the 2010 ADAAG and the Manual:

- 1) ICRC concurs with Respondents' proposal to move the signs designating parking spaces as reserved for persons with disabilities higher such that the bottom edge of the signs is at a height of no less than 60 inches.
- 2) ICRC concurs with Respondents' proposal to remove and replace the non-compliant sidewalk and curb ramp sections to the required slopes in a manner consistent with the plans.
- 3) ICRC concurs with Respondents' proposal to relabel the mailbox compartments at each kiosk such that ground-floor units will have mailboxes at heights below the 54-inch maximum.
- 4) ICRC concurs with Respondents' proposal to move the security intercom lower such that the height of the display is at a height of no more than 54 inches, and will pour concrete under the security intercom to create a surface that is "stable, firm, and slip resistant," and with a clear floor space of 30 by 48 inches.
- 5) ICRC concurs with Respondents' proposal to remove the door handles from the sliding glass doors in all ground-floor units and remove the bumper to enable increasing the clear opening width of the door to no less than the 31 ⁵/₈- minimum required by the Manual.
- 6) ICRC concurs with Respondents' proposal to install a compliant ramp at the interior side of the threshold in the sliding glass doorway of every ground-floor unit as a retrofit to correct the deficiency of the interior threshold, which exceeds the ¹/₄-inch maximum height.
- 7) ICRC concurs with Respondents' proposal to move at least one electrical receptacle in each room or area of all ground-floor units, such that the midline of the bottom electrical outlet is no less than 15 inches above the finished floor.
- 8) ICRC concurs with Respondents' proposal to move the thermostat at each of the ground-floor units such that height of the top control buttons does not exceed the 48-inch maximum height.

Predetermination Settlement Agreement

A complaint having been filed by Complainant against Respondents with ICRC under Iowa Code Chapter 216 and there having been a preliminary inquiry, including an on-site inspection of the subject property, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

- 1) Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in

any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2) Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

3) Respondents acknowledge the ICRA makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

4) Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).

5) Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).

6) Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

7) Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in buildings with no elevator or all units in buildings with an elevator, and consisting of four or more dwelling units built for first occupancy after January 1, 1992 – must build those dwellings in compliance with specific design and construction accessibility requirements, in accordance with the FHA and ICRA. Iowa Code §216. 8A(3)(c)(3); 42 U.S.C. §3604(f)(3)(C).

HUD has described these accessibility requirements via regulation and in several publications, including the “Final Fair Housing Accessibility Guidelines.” 24 C.F.R. *Part 100.200 et seq.*; 56 Fed. Reg. 9,472. In the “Guidelines,” HUD presented the seven specific requirements as:

Requirement 1 – Accessible building entrance on an accessible route.

Requirement 2 – Accessible and usable public and common areas.

Requirement 3 – Usable doors.

Requirement 4 – Accessible route into and through the covered dwelling unit.

Requirement 5 – Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.

Requirement 6 – Reinforced walls for grab bars.

Requirement 7 – Usable kitchens and bathrooms.

Voluntary and Full Settlement

8) The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

9) The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

10) The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

11) Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

12) Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

13) Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with ICRC, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing / Accessible Design and Construction Training

14) Respondents agree Mark Mowrer and Brett Krantz will:

(a) Receive training on the accessible design and construction requirements of State and Federal Fair Housing Laws within 180 days of their receipt of a Closing Letter from the Commission. The training will address the Fair Housing accessibility requirements that must be met in order to design and build covered dwellings and common use/public areas that are accessible and usable to individuals with mobility and visual impairments.

Attendance at Design and Construction training session offered during the “Build It Right Iowa” conference held at the ICRC Symposium – to be held on October 27, 2017³³ – will fulfill the requirement for this term. Otherwise, the training shall be conducted by a qualified person, approved by ICRC or the U.S. Department of Housing and Urban Development. Additionally, attendance at one of the training sessions offered by Fair Housing Accessibility First will also fulfill the requirement for this term.³⁴

Respondents also agree to send documentation to ICRC, verifying the fair housing / accessible design and construction training has been completed, within ten (10) days of completing the training.

15) Respondents agree Mark Mowrer; Brett Krantz; and current employees of Platinum Development, LLC, Knutson Construction, and Brain Engineering, Inc., who are involved in the design and/or construction of covered multi-family dwelling properties, will, within 120 days from the date of the Closing Letter from ICRC:

(a) Review and become familiar with the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act, (August 1996, Rev. April 1998), which may be obtained online at <http://www.huduser.gov/portal/publications/PDF/FAIRHOUSING/fairfull.pdf>.

(b) Submit separate signed written statements via email from each of the Respondents’ representatives named above in paragraph “(a)”, and their current employees or agents who are involved in the design and/or construction of covered multifamily-dwelling properties indicating:

- i. They have reviewed and become familiar with the Fair Housing Act Design Manual.
- ii. They understand what the Seven Main “Design Requirements of the Guidelines” are by listing them in the written statement.

³³ <https://icrc.iowa.gov/news/5th-annual-iowa-civil-rights-symposium-and-2nd-build-it-right-iowa-conference> (Last visited on June 1, 2017).

³⁴ See the “Training Calendar” section at the website for Fair Housing Accessibility First for sessions that will also allow for compliance with this term: <http://www.fairhousingfirst.org/training/calendar.html>

Required Modifications or Retrofits

16) Respondents agree to make the following modifications or retrofits to the subject property:

Accessible and Usable Public and Common Use Areas –Parking Areas

(a) The parties agree the height to the bottom edge of the signs designating the parking spaces adjacent to each residential unit building as reserved for persons with disabilities is no greater than 57 inches, which is less than the minimum height of 60 inches required by 2010 ADAAG.

(b) Respondents agree they will increase the height of the existing signs at the parking spaces described in “(a)” paragraph above, such that the bottom edge of this signs is no less than the 60-inch minimum height required by 2010 ADAAG.

Accessible and Usable Public and Common Use Areas – Curb Ramps and Sidewalk Path from the Parking Spaces Designated as Reserved for Persons with Disabilities to Common Use Areas

(a) The parties agree the cross slopes for the sidewalk sections that are part of the path *from* the parking spaces designated as reserved for persons with disabilities at each building *to* the main entrance of each of the buildings; and *from* the main entrance of each building *to* the waste dumpsters and mailbox kiosks adjacent to each building need to meet maximum slope values established by ANSI and ADAAG – 2% maximum cross-slope and 5% maximum running-slope – because they connect areas required to be accessible, and therefore need to be on an accessible route. The parties agree that sections of this path, as reported on page 4 of the current agreement, have slopes that are greater than slope maximums referenced above.

(b) Respondents agree they will reinstall the non-compliant sidewalk sections exceeding the maximum slope requirements – 2% maximum cross-slope and 5% maximum running slope – referred to on page 4 of the current agreement such that those sidewalk sections, once reinstalled, will have a maximum cross-slope value of 2%, and a maximum running-slope value of 5% without as required by ADAAG and ANSI.

Accessible and Usable Public and Common Use Areas – Mailboxes

(a) The parties agree that the height of the mailbox-keyhole midline of the mailboxes compartments assigned to Unit 1 at each of the four mailbox kiosks is 57 ½ inches, which exceeds the 54-inch maximum height allowed by ANSI 1986.

(b) Respondents agree they will rearrange the labels of the mailbox compartments assigned to Unit 1 at each of the four mailbox kiosks, such that all four of the ground-floor units at each of the four buildings will have mailbox keyholes with midlines that do not exceed the maximum height of 54 inches, as required by ANSI 1986.

Accessible and Usable Public and Common Use Areas – Security Intercom

(a) The parties agree that (i) the left edge of the security intercom is directly above the right edge of the sidewalk at Buildings 2533, 2545, and 2547, such that the controls and display of this equipment are directly above the grassy surface, which is not “stable, firm, and slip resistant,” as required by ANSI 1986; and (ii) that the height of the midline of the display is 62 ¼ inches at Buildings 2533, 2535, 2545, and 2547, which exceeds the 54-inch maximum allowed by ANSI 1986.

(b) Respondents agree they (i) will move the security intercom to a lower height at Buildings 2533, 2535, 2545, and 2547, such that the height of the display is at a height of no more than 54 inches; and (ii) will pour concrete under the security intercom at Buildings 2533, 2545, and 2547 to create a surface that is “stable, firm, and slip resistant,” and with a clear floor space of 30 by 48 inches, with the 48-inch side centered on the vertical midline of the security intercom.

Usable Doors – Clear Opening Width for Secondary Doorways

(a) The parties agree interior doorways and sliding glass doorways of all 16 ground-floor units have a clear opening width that is narrower than the 31 ⅝-inch minimum required by the Manual.

(b) Respondents agree they will retrofit the sliding glass doorway in each of the 16 ground-floor units by replacing the current sliding glass door handle with a slimmer handle and removing the bumper stops, such as to increase the door-opening width to $\geq 31 \frac{5}{8}$ inches to bring it into compliance with the ICRA and FHA.

Usable Doors – Threshold for Secondary Door

(a) The parties agree the height onto the finished floor surface of the interior threshold at the sliding glass doorway of all ground-floor units, exceeds the ¼-inch maximum height allowed for interior thresholds without beveling, as required by the Manual.

(b) Respondents agree they will install either an aluminum or a rubber ramp – with a running slope of $\leq 8.33\%$ and a cross slope of $\leq 2\%$ – at the interior side of the threshold to the sliding glass doorways of all ground-floor units.

(c) If rubber ramps are used, Respondents agree to annually inspect and, if necessary, replace any ramps that have become unsafe or unusable due to deterioration.

Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in Accessible Locations – Electrical Outlets

(a) The parties agree the height of the midline of the bottom electrical outlet in the electrical receptacles of each living room, dining room, and bedroom of all ground-floor ANSI Type B units is no more than 13 inches above the finished floor, which is less than the minimum height of 15 inches, as required by the Manual.

(b) Respondents agree they will raise at least one of the electrical receptacles in each living room, dining, room, and bedroom of all ground-floor ANSI Type B units, such that the midline of the bottom electrical outlet of the moved receptacles is no less than the minimum height of 15 inches, as required by the Manual.

Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in Accessible Locations – Thermostats

(a) The parties agree the height of the top thermostat controls in all 16 ground-floor units exceed the maximum height of 48 inches, as allowed by the Manual.

(b) Respondents agree they will move the thermostats in all ground-floor units to a lower height, such that the display screen and all operating buttons do not exceed maximum height of 48 inches, as required by the Manual.

Required Timelines for Completion of Modifications or Retrofits

17) Respondents agree that the above-required modification or retrofit to the public and common use area of the subject property – parking areas, curb ramps, sidewalks, mailboxes, and security intercoms – within 60 days, weather permitting, from the date of the Closing Letter from ICRC; or otherwise no later May 4, 2018.³⁵

18) Respondents agree to notify all current tenants occupying ground-floor units, via a letter, within 60 days from the date of the Closing Letter from ICRC about the option to make a reasonable accommodation request because of a disability for any of the above-required modifications or retrofits in their units, at no charge to the tenants.

19) Respondents agree, for any tenant who makes a reasonable modification request that concerns one or more of the above-required modifications or retrofits, they will allow the tenant to make the decision whether the above-required modifications or retrofits are made during their tenancy. Respondents also agree those tenants who make that decision will be allowed to remain in their units while the renovations are being completed, so long as their continued stay is safe and does not unduly disrupt the renovation work. If their continued stay is not safe or unduly interferes with renovation work, Respondents agree to move the affected tenants to another suitable unit on a temporary basis, until the unit is made safe or the renovation work is completed. Respondents agree to pay all costs generated by such move.

20) Respondents also agree to start making the above-required modifications or retrofits to each of the units as each of the units becomes vacant, before it is occupied for the first time or sooner if a current tenant makes a request for reasonable accommodation referenced in above paragraph “19)”. Respondents agree to make the required modifications or retrofits before each of the units is rented again.

³⁵ The “Closing Letter” provides notice to the parties that the case has been closed. Once this agreement is fully executed, the Commission will issue its Closing Letter. It will be mailed to all parties and their representatives. A fully executed copy of the agreement will accompany the Closing Letter.

Mandatory Reporting Requirements

21) Respondents agree to notify ICRC (Attn: Emigdio Lopez-Sanders; Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-0201) when they have completed the required modifications or retrofits for each of the units and the public and common use areas. Such notification shall be made within 90 days of completion. These required notifications to ICRC after each unit or common area is modified or retrofitted will continue until all required modifications or retrofits have been completed in all 16 units.

22) Respondents agree to submit a copy of the letter required above in paragraph “18” to ICRC for review and approval within 14 days of receiving a Closing Letter from ICRC, and before sending the letters. ICRC will review and reply to Respondents about the request for approval within three business days of receiving a copy of the advertising and letters.

23) Respondents agree to send a copy to ICRC (Attn: Emigdio Lopez-Sanders; Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-0201) of all written reasonable accommodation requests for the above-required retrofits and modifications.

24) Respondents agree, as the required modifications or retrofits are made to a particular unit, ICRC may then inspect such unit, and then report the results of its inspection, addressing any outstanding deficiencies, in writing and within 30 days of the inspection, to Respondents. If the inspection indicates outstanding deficiencies, Respondents shall correct all such deficiencies within a reasonable period of time as determined by ICRC.

25) The sale or transfer of ownership, in whole or in part, by any owner of the subject property will not affect any obligation to modify or retrofit the subject property as specified in this Agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee’s commitment to be bound by the terms of this agreement to complete all required modifications or retrofits as specified in this Agreement.

Platinum Development, LLC
RESPONDENT

Date

Knutson Construction Services Midwest, Inc.
RESPONDENT

Date

Brain Engineering, Inc.
RESPONDENT

Date

Angela Jackson, Commissioner
COMPLAINANT

Date

Kristin H. Johnson, Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date